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9  
10 **UNITED STATES DISTRICT COURT**  
11  
12 **DISTRICT OF NEVADA**

13 ALEXANDRA SHERMAN,  
14 Plaintiff,  
15  
16 v.  
17 NCSPLUS INCORPORATED,  
18 Defendant.

19 Case No.: 2:23-cv-01411-RFB-VCF

20  
21 **NCSPLUS INCORPORATED'S ANSWER TO**  
22 **PLAINTIFF'S COMPLAINT**

23  
24 Defendant NCSPLUS INCORPORATED (hereinafter "NCSPlus") hereby answers the  
25 Complaint of Plaintiff ALEXANDRA SHERMAN ("Plaintiff"), as follows:

26  
27 **Introduction**

28 1. Answering Paragraph 1 of the Complaint, the allegations set forth in this paragraph  
1 consist of legal conclusions which do not require any admissions or denials by NCSPlus. To the extent  
2 the allegations in this paragraph could be construed as calling for a response, NCSPlus is without  
3 knowledge or information sufficient to enable it to admit or deny the allegations in said paragraph,  
4 and on that basis denies each and every allegation set forth therein.

5 2. Answering Paragraph 2 of the Complaint, the allegations set forth in this paragraph  
6 consist of legal conclusions which do not require any admissions or denials by NCSPlus. To the extent  
7 the allegations in this paragraph could be construed as calling for a response, NCSPlus is without  
8 knowledge or information sufficient to enable it to admit or deny the allegations in said  
9 paragraph, and on that basis denies each and every allegation set forth therein.

1           3. Answering Paragraph 3 of the Complaint, NCSPlus admits that it has contacted  
2 Plaintiff in an attempt to collect a debt. NCSPlus denies the remaining allegations set forth in this  
3 paragraph.

4       4. Answering Paragraph 4 of the Complaint, NCSPlus admits that Plaintiff has filed suit.  
5       5. NCSPlus denies the remaining allegations set forth in this paragraph.

## Parties

7       5. Answering Paragraph 5 of the Complaint, NCSPlus is without knowledge or  
8 information sufficient to enable it to admit or deny the allegations in said paragraph, and on that basis  
9 denies each and every allegation set forth therein.

10           6. Answering Paragraph 6 of the Complaint, NCSPlus admits the allegations set forth  
11 therein.

## **Jurisdiction & Venue**

13       7. Answering Paragraph 7 of the Complaint, the allegations set forth in this paragraph  
14 consist of legal conclusions which do not require any admissions or denials by NCSPlus. To the extent  
15 the allegations in this paragraph could be construed as calling for a response, NCSPlus is without  
16 knowledge or information sufficient to enable it to admit or deny the allegations in said paragraph,  
17 and on that basis denies each and every allegation set forth therein.

18       8.     Answering Paragraph 8 of the Complaint, the allegations set forth in this paragraph  
19 consist of legal conclusions which do not require any admissions or denials by NCSPlus. To the extent  
20 the allegations in this paragraph could be construed as calling for a response, NCSPlus is without  
21 knowledge or information sufficient to enable it to admit or deny the allegations in said paragraph,  
22 and on that basis denies each and every allegation set forth therein.

23        9.        Answering Paragraph 9 of the Complaint, the allegations set forth in this paragraph  
24 consist of legal conclusions which do not require any admissions or denials by NCSPlus. To the extent  
25 the allegations in this paragraph could be construed as calling for a response, NCSPlus is without  
26 knowledge or information sufficient to enable it to admit or deny the allegations in said paragraph,  
27 and on that basis denies each and every allegation set forth therein.

## General Allegations

2       10. Answering Paragraph 10 of the Complaint, NCSPlus is without knowledge or  
3 information sufficient to enable it to admit or deny the allegations in said paragraph, and on that basis  
4 denies each and every allegation set forth therein.

5       11. Answering Paragraph 11 of the Complaint, NCSPlus is without knowledge or  
6 information sufficient to enable it to admit or deny the allegations in said paragraph, and on that basis  
7 denies each and every allegation set forth therein.

8           12. Answering Paragraph 12 of the Complaint, NCSPlus is without knowledge or  
9 information sufficient to enable it to admit or deny the allegations in said paragraph, and on that basis  
10 denies each and every allegation set forth therein.

11       13. Answering Paragraph 13 of the Complaint, NCSPlus admits, upon information and  
12 belief, that Plaintiff filed a lawsuit against McKenna in the Eighth Judicial District Court. NCSPlus  
13 is without knowledge or information sufficient to enable it to admit or deny the remaining allegations  
14 in said paragraph, and on that basis denies each and every remaining allegation set forth therein.

14. Answering Paragraph 14 of the Complaint, NCSPlus is without knowledge or  
information sufficient to enable it to admit or deny the allegations in said paragraph, and on that basis  
denies each and every allegation set forth therein.

18        15. Answering Paragraph 15 of the Complaint, NCSPlus is without knowledge or  
19 information sufficient to enable it to admit or deny the allegations in said paragraph, and on that basis  
20 denies each and every allegation set forth therein.

16. Answering Paragraph 16 of the Complaint, NCSPlus is without knowledge or  
information sufficient to enable it to admit or deny the allegations in said paragraph, and on that basis  
denies each and every allegation set forth therein.

24       17. Answering Paragraph 17 of the Complaint, NCSPlus is without knowledge or  
25 information sufficient to enable it to admit or deny the allegations in said paragraph, and on that basis  
26 denies each and every allegation set forth therein.

18. Answering Paragraph 18 of the Complaint, NCSPlus is without knowledge or information sufficient to enable it to admit or deny the allegations in said paragraph, and on that basis denies each and every allegation set forth therein.

19. Answering Paragraph 19 of the Complaint, NCSPlus denies each and every allegation set forth therein.

20. Answering Paragraph 20 of the Complaint, NCSPlus denies each and every allegation set forth therein.

21. Answering Paragraph 21 of the Complaint, NCSPlus admits that it sent a letter to Plaintiff on or about September 12, 2022, which speaks for itself. NCSPlus denies the remaining allegations set forth in this paragraph.

22. Answering Paragraph 22 of the Complaint, NCSPlus admits that it sent a letter to Plaintiff on or about September 12, 2022, which speaks for itself. NCSPlus denies the remaining allegations set forth in this paragraph.

23. Answering Paragraph 23 of the Complaint, NCSPlus admits that it sent a letter to Plaintiff on or about September 12, 2022, which speaks for itself. NCSPlus denies the remaining allegations set forth in this paragraph.

24. Answering Paragraph 24 of the Complaint, NCSPlus admits that it sent a letter to Plaintiff on or about September 12, 2022, which speaks for itself. NCSPlus denies the remaining allegations set forth in this paragraph.

25. Answering Paragraph 25 of the Complaint, NCSPlus admits that it sent a letter to Plaintiff on or about September 12, 2022, which speaks for itself. NCSPlus further admits that it did not send the September 12, 2022 letter to plaintiff's counsel, but affirmatively denies that NCSPlus was legally obligated to send the September 12, 2022 letter to plaintiff's counsel.

## **Count I – Violation of the Fair Debt Collection Practices Act**

26. Answering Paragraph 26 of the Complaint, NCSPlus repeats, realleges and incorporates its answers to Paragraphs 1 through 25 of the Complaint as though fully set forth herein.

27. Answering Paragraph 27 of the Complaint, the allegations set forth in this paragraph consist of legal conclusions which do not require any admissions or denials by NCSPlus. To the

1 extent the allegations in this paragraph could be construed as calling for a response, NCSPlus is  
2 without knowledge or information sufficient to enable it to admit or deny the allegations in said  
3 paragraph, and on that basis denies each and every allegation set forth therein.

4       28. Answering Paragraph 28 of the Complaint, the allegations set forth in this paragraph  
5 consist of legal conclusions which do not require any admissions or denials by NCSPlus. To the  
6 extent the allegations in this paragraph could be construed as calling for a response, NCSPlus is  
7 without knowledge or information sufficient to enable it to admit or deny the allegations in said  
8 paragraph, and on that basis denies each and every allegation set forth therein.

9       29. Answering Paragraph 29 of the Complaint, the allegations set forth in this paragraph  
10 consist of legal conclusions which do not require any admissions or denials by NCSPlus. To the  
11 extent the allegations in this paragraph could be construed as calling for a response, NCSPlus is  
12 without knowledge or information sufficient to enable it to admit or deny the allegations in said  
13 paragraph, and on that basis denies each and every allegation set forth therein.

14       30. Answering Paragraph 30 of the Complaint, NCSPlus denies that it “was, at all times  
15 relevant aware Ms. Sherman is represented by an attorney in connection with her alleged debt to  
16 McKenna”, and further denies that NCSPlus was attempting to collect a debt Plaintiff owed to  
17 McKenna. NCSPlus is without knowledge or information sufficient to enable it to admit or deny the  
18 remaining allegations in said paragraph, and on that basis denies each and every remaining allegation  
19 set forth therein.

20       31. Answering Paragraph 31 of the Complaint, NCSPlus admits that it communicated  
21 directly with Plaintiff, but denies “knowing Ms. Sherman to be represented by an attorney” and denies  
22 that NCSPlus’s communication with Ms. Sherman was “in contravention of Section 1692c(a)(2) of  
23 Title 15 of the United States Code.” NCSPlus denies any remaining allegations set forth in this  
24 paragraph.

25       32. Answering Paragraph 32 of the Complaint, NCSPlus is without knowledge or  
26 information sufficient to enable it to admit or deny the allegations in said paragraph, and on that basis  
27 denies each and every allegation set forth therein.

28

1           33. Answering the unnumbered paragraph following Paragraph 32 of the Complaint,  
2 NCSPlus denies that Plaintiff is entitled to the relief requested therein.

## **AFFIRMATIVE DEFENSES**

## **FIRST AFFIRMATIVE DEFENSE**

5 The Complaint fails to state facts sufficient to state a claim for relief against NCSPlus.

## **SECOND AFFIRMATIVE DEFENSE**

7 To the extent that any violation of law occurred, which NCSPlus expressly denies, said  
8 violation was not intentional and resulted from a bona fide error notwithstanding the maintenance by  
9 NCSPlus of procedures reasonably adapted to avoid any such error. Specifically, NCSPlus did not  
10 contract with McKenna and was not aware of the litigation between Plaintiff and McKenna when it  
11 sent the September 12, 2022 letter to Plaintiff.

### **THIRD AFFIRMATIVE DEFENSE**

13 Plaintiff's Complaint is barred by the applicable statutes of limitations, including, but not  
14 limited to, 15 U.S.C. § 1692k(d).

## **FOURTH AFFIRMATIVE DEFENSE**

16 Plaintiff lacks standing to pursue her complaint against NCSPlus.

## **FIFTH AFFIRMATIVE DEFENSE**

18 Plaintiff's claims are barred under the equitable doctrine of waiver.

## **SIXTH AFFIRMATIVE DEFENSE**

20 Plaintiff's Complaint fails to state the bases of the underlying claims made against NCSPlus  
21 with sufficient particularity so as to enable NCSPlus to determine all of its defenses thereto. NCSPlus  
22 presently has insufficient knowledge or information on which to form a belief as to whether it may  
23 have additional, as yet unstated, affirmative defenses available. Therefore, NCSPlus reserves its right  
24 to assert all applicable defenses to the Complaint in the event further analysis, discovery, or otherwise  
25 indicates that they would be appropriate.

26 WHEREFORE, NCSPlus prays for judgment as follows:

27                   1. For judgment in favor of NCSPlus and against Plaintiff on the Complaint;  
28                   2. That Plaintiff take nothing by way of her Complaint on file herein;

3. For costs of suit incurred herein, including any attorneys' fees allowable by law or contract; and
4. For such other and further relief as the court may deem just and proper.

DATED this 20th day of May, 2024.

# **WILSON, ELSER, MOSKOWITZ, EDELMAN & DICKER LLP**

BY: /s/ Chad C. Butterfield  
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*Attorneys for Defendant*  
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**CERTIFICATE OF SERVICE**

Pursuant to FRCP 5(b), I certify that I am an employee of WILSON ELSER MOSKOWITZ EDELMAN & DICKER, LLP and that on this 20th day of May, 2024, I did cause a true copy of **NCSPLUS INCORPORATED'S ANSWER TO PLAINTIFF'S COMPLAINT** to be electronically transmitted to the Clerk of Court using the ECF System for filing. Based on the records currently on file, the Clerk of the Court will transmit a Notice of Electronic Filing to the following ECF registrants:

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*Attorneys for Plaintiff*

BY /s/ Jillian Forrest

## An Employee of

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